

Affidavit of Truth

Notice to all, I, am that I am, the consumer in fact, natural person, original creditor, lender, executor, administrator, holder in due course for any and all derivatives thereof the surname/ given name CHARNEE ANDERSON, and I have been appointed and accept being the executor both public and private for all matters proceeding, and I hereby claim that I will d/b/a ANDERSON, CHARNEE and autograph as the agent, attorney in fact, so be it;

Whereas,

I of age, of majority, give this herein notice to all, I make a solemn oath to the one and only most high of creation only, whoever that may be, and I depose the following facts, so be it, not present:

Fact, Truth in Lending Act is to assure a meaningful disclosure of credit terms so that the consumer will be able to compare more readily the various credit terms available to him and avoid the uninformed use of credit, and to protect the consumer against inaccurate and unfair credit billing and credit card practices.

Fact, CAHRNEE ANDERSON is the original creditor who extended credit in a consumer credit transaction.

1. Fact, CHARNEE ANDERSON is aware and have proof in attachment labeled as Exhibit A, that CARVANA is held criminally liable pursuant to 15 U.S. Code § 1611 by willfully and knowing creating forms that does not fully disclose the Truth in Lending disclosures. The "Retail Installment Contract" states that the vehicle was purchased on credit, however the false and misleading contract states that monthly payments are to be paid each month in the amount of \$610. A down payment was also paid which is fraud in a consumer credit transaction.
2. Fact, CHARNEE ANDERSON is aware and have proof in attachment labeled as Exhibit A& D, that CARVANA is in violation of 15 U.S. Code § 1692j (a) by turning a consumer credit application into an allege loan. The "Retail Installment Contract" states that credit was provided to CHARNEE ANDERSON on her behalf, meaning that CHARNEE ANDERSON extended credit to herself.


3. Fact, CHARNEE ANDERSON is aware and have proof in attachment labeled as Exhibit A, that CARVANA is in violation of 15 U.S. Code § 1605 (a) by not properly using the finance charge as the sum of all charges. The finance charge was only calculated as the annual percentage rate in this consumer credit transaction.
4. Fact, CHARNEE ANDERSON is aware and have proof in attachment labeled as Exhibit A & B that CARVANA is in violation of 15 U.S. CODE § 1692j (a) by claiming that they have security interest in the vehicle CHARNEE ANDERSON purchased in a consumer credit transaction. CARVANA cannot have security interest in a vehicle that was paid in full in a consumer credit transaction.
5. Fact, CHARNEE ANDERSON is aware and have proof in attachment labeled as Exhibit B that CARVANA is in violation of 15 U.S. Code § 1662 (2) by requiring a down payment of \$400 to be paid by CHARNEE ANDERSON.
6. Fact, CHARNEE ANDERSON is aware and have proof in attachment labeled as Exhibit B & D. CARVANA is in violation of 15 U.S. Code § 1605 (a) (5) by not including the insurance premium in the finance charge. No insurance options were provided and CARVANA made it a requirement that CHARNEE ANDERSON provided her own insurance prior to the delivery of the vehicle. If CHARNEE ANDERSON did not obtain insurance prior to delivery, the vehicle would not have been delivered.
7. Fact, CHARNEE ANDERSON is aware and have proof in attachment labeled as Exhibit C, that CARVANA is in violation of 15 U.S. Code § 1692f (6) (A) by stating that they have a right to take possession of the vehicle if the “contract” is defaulted on.
8. Fact, CARVANA is required to pay DOUBLE the finance charge in the amount of \$88,636.78 pursuant to 15 U.S. Code § 1640(a) (2) (A) (i), due to CHARNEE ANDERSON filling a lawsuit. The proper finance charge should have been \$44,318.39
9. Fact, CHARNEE ANDERSON is aware and have proof in attachment labeled as Exhibit E that CARVANA is in violation of 15 U.S. Code § 1635 (a) by not providing CHARNEE ANDERSON with RIGHT OF RESCISSION information/ forms. The RIGHT OF RESCISSION is a requirement under TRUTH IN LENDING.

Thank You,

CHARNEE ANDERSON

IN WITNESS WHEREOF, the said party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of: CHARNEE ANDERSON

Signature 

STATE OF
COUNTY OF

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared CHARNEE ANDERSON, who is personally known to me or who has produced State Driver's License of Missouri as identification and who executed the foregoing instrument and he/she acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 21st day of September 2021.

Notary Public 

Printed Name: DARIA GASTON

